

Town of Canandaigua

5440 Routes 5 & 20 West

Canandaigua, NY 14424

Phone: (585)394-1120 / Fax: (585) 394-9476

www.townofcanandaigua.org

Established 1789

NOTICE IS HEREBY GIVEN that the Town of Canandaigua, Ontario County, New York, will accept proposals for Utility Billing Software. Interested and qualified vendors shall submit sealed proposals in the format specified in the Request for Proposals ("RFP") no later than **Wednesday, March 1, 2017 at 12:00pm**, at which time proposals will be publicly opened and read aloud. All bids pursuant to this notice will also be reviewed by the Town Board of the Town of Canandaigua and the award of the bid will be made at a later date.

Detailed specifications and proposal forms may be obtained at the Town Clerk's Office between the hours of 8:00AM and 4:00PM, Monday thru Friday, with extended hours on Wednesdays until 7:00PM, or on the Town's website, www.townofcanandaigua.org.

Bids shall be submitted in a sealed envelope clearly marked with the name and address of the bidder. Proposals shall be mailed or hand delivered to:

Jean Chrisman, Town Clerk
Canandaigua Town Hall
Sealed Proposal for Utility Billing Software
5440 Routes 5 & 20 West
Canandaigua, NY 14424

Verbal, email, facsimile proposals or proposals received after the closing date will not be accepted. The Town of Canandaigua reserves the right to reject any and all proposals, to cancel, in part or in whole, this RFP, or to re-solicit proposals in the event no response is deemed acceptable.

SUBMITTED BY: Jim Fletcher
Water Superintendent

DATED: February 8, 2017

**REQUEST FOR PROPOSAL
FOR
UTILITY BILLING SOFTWARE**

**TOWN OF CANANDAIGUA
WATER DEPARTMENT**

TABLE OF CONTENTS

<u>GENERAL INFORMATION</u>	3
<u>BACKGROUND</u>	4
<u>SCOPE OF SERVICES</u>	4
<u>PROPOSAL INSTRUCTIONS</u>	7
<u>APPENDICES</u>	8
APPENDIX I – NON-COLLUSIVE BIDDING CERTIFICATION	
APPENDIX II – FEE SCHEDULE	
APPENDIX III – SUPPLEMENTAL TERMS AND CONDITIONS	

General Information

- A. The Town of Canandaigua requests written proposals for utility billing software to replace the current system.

Proposals should be mailed or hand delivered to:

Jean Chrisman, Town Clerk
Canandaigua Town Hall
Sealed Proposal for Utility Billing Software
5440 Routes 5 & 20 West
Canandaigua, NY 14424

Questions regarding this submittal should be directed to Jim Fletcher, Water Superintendent at (585) 394-3300 or jfletcher@townofcanandaigua.org.

- B. The Town of Canandaigua reserves the right to reject any and all proposals, to cancel, in part or in whole, this RFP, or to re-solicit proposals in the event no response is deemed acceptable.
- C. A proposal may be withdrawn by written request at any time before the scheduled closing time and date. No proposal may be withdrawn after the scheduled closing date and time for a period of ninety (90) days.
- D. The bidder shall abide by and comply with the true intent of the scope of requested services and not take advantage of any unintentional error or omission, but shall fully address the full intent and meaning of each aspect of the scope of requested services.
- E. All costs directly or indirectly related to preparation of a response to the Request for Proposal or any oral presentation or demonstration required to supplement and/or clarify the submittal which may be required by the Town of Canandaigua shall be the sole responsibility of and shall be borne by the firm submitting the proposal ("firm").
- F. Each firm, by submitting its proposal, waives any and all claims for liability against the Town of Canandaigua as to loss, injury, costs or expenses which may be incurred as a consequence of its response to this document.
- G. Any deviations from the specifications shall be fully explained and noted on the proposal submission. Any proposal that contains deviations from the specifications that are not explained will not be considered a formal bid.
- H. The Town of Canandaigua will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected class.

Background

The purpose of this Request for Proposal (“RFP”) is to enter into a contract to replace the currently antiquated utility billing system. This document was written to provide interested service providers with the necessary information for preparing proposals for bill processing and payment services which will meet the specific needs of the Town. Proposals should include detailed information about services, transition, maintenance and training costs.

The Town of Canandaigua provides water service for both residential and commercial customers. The Town has approximately 2,400 customer billing accounts for water service. Water charges are based on a minimum rate plus usage. Daily payment processing is accomplished through cash, check, money order, credit card, or automated clearing house payments (ACH). The Town of Canandaigua prints and mails all customer bills, employing a third-party for folding/stuffing service only. Proposed utility billing software must include online billing and payment services.

There is one (1) meter reading route and one (1) billing cycle. Meters are read quarterly and bills are generated on January 1, April 1, July 1, and October 1. Meter reading is accomplished using Badger software. The Badger software creates a route file that is uploaded to a laptop or handheld device and readings are taken electronically. The readings are imported back into the software and a file is created. The utility billing program will recognize this file and import the new meter readings automatically. It is a requirement that the utility billing software communicate seamlessly with Badger ReadCenter and Beacon AMA.

Scope of Services

The Scope of Services as described below defines the nature and extent of services that shall be provided by the utility software service provider to the Town of Canandaigua. This is intended to represent the minimum elements of services to be provided.

The Town of Canandaigua desires a utility billing software application that will meet current core functions and future needs of the Department. It must integrate all aspects of utility services in a manner that is streamlined and easy to use.

The service provider will lead installation of the new software and conversion of current data to the new software database. The service provider will complete all application set-up and meet requirements of Town server manager. The service provider must train all key users and extend technical support including, but not limited to, remote assistance, throughout the training process and as long as the Town of Canandaigua maintains a valid support contract.

All equipment and software provided shall be compatible with and fully supported under the latest operating system software at the time of submittal. Furthermore, service provider will maintain compatibility and support of their systems within six (6) months of the general availability of patches, updates, and new releases of operating system software for as long as the Town of Canandaigua maintains a valid support contract. Compatibility and support shall be maintained within thirty (30) days of patches, updates, and new releases of operating system software that involve corrections of security issues.

Minimum Features:

A. General

- Offers in-office **and** real-time field access from mobile devices
- Unlimited number of users
- Users have individual, secure logins
- User access can be individually limited
- Backup and disaster recovery included
- If not on-site, hosting must be at a Tier-4 data center
- If not on-site, hosting must be in accordance with the NYS Archives' guidelines documented in the State Archives' advisory, ADV09.01, Using a Data Storage Vendor.
- Must guarantee uptime of 99.5% or higher
- Include complete audit history that meets or exceeds NYS Comptroller's Office requirements

B. Customer Accounts

- Ability to create and maintain customer accounts
- Unlimited number of services can be billed
- Must distinguish between active and inactive accounts
- Must associate service location with parcel number
- Include classification codes (i.e. owner, tenant)
- Must archive complete account history
- Ability to attach unlimited notes, photos, docs, etc. to account
- Tag & sort accounts by category (i.e. seasonal, meter pit, RPZ, etc.)

C. Meters/Meter Reading

- Ability to identify multiple meters at one location
- Must identify meter size, serial #, location, and installation date
- Ability to view meter history by serial # or location
- Meter reads can be imported from Badger/Beacon software **and** input manually
- Meter can be replaced at any time without interrupting billing cycle
- Meter reading can be changed manually during billing process
- Readings identified as actual, estimated, and final
- Identify and flag hi/lo readings based on user defined parameters

D. Billing

- Must factor bills and late fees automatically based on rate tables
- Billing for metered and non-metered service
- Allow for manual and off-cycle billing
- Offers user-defined invoice templates and customized messages
- Ability to create and bill one-time charges
- United States Postal Service CASS Certification built-in
- E-billing included to view current and billing history online
- Allow for annual relevy of outstanding balances

E. Payments

- Web Portal included for customers to pay online
- Ability to accept one payment for multiple accounts
- Bar code scanning for streamlined payment input
- Payment batches can be automatically or manually labeled
- Ability to have multiple open payment batches
- Must generate receipt for optional printing or emailing
- Ability to distinguish cash, check, credit card, ACH, or online payment

F. Work Orders

- Service requests are created and stored by account
- System will alert user of schedule work order
- Notes and photos can be attached to work order in field
- Work order can be closed out from mobile device in field
- Ability to generate a charge from the work order

G. Reporting

- Built-in and custom reports including but not limited to:
 - i. Monthly Balancing Summary, Outstanding Receivables, Adjustments, Cash Receipts, Credits Applied, Existing Credits, Pre-billing, Invoice Amounts, Penalty Charges, New Charges, No Current Readings, and Work Orders
- Reports can be customized by timeframe, account type, & service type
- Reports are easily converted to excel and pdf formats

Proposal Instructions

The Town of Canandaigua requires that the following items be submitted with each proposal. Failure to include ANY of these items may result in a proposal's rejection.

1. **Cover Letter**: A cover letter from a principal in the firm submitting the proposal on behalf of the firm and clearly identifying the firm's designated contact person. This letter shall agree to all terms and conditions in this RFP, and specifically include the following certifications:
 - a. No employee of the Town of Canandaigua or any member of the Town of Canandaigua Town Board exercising any functions or responsibilities with respect to this contract shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.
 - b. The offering firm is not, and has never been, a party to a lawsuit against the Town of Canandaigua.
2. **Scope of Services Summary**: A detailed summary of the approach the firm would use to meet the Scope of Services outlined above. Also, provide information on all additional proposed services not listed. Proposer shall clearly note any exceptions or deviations in any way from the specifications of this RFP.
3. **Proposed Contract**: Submit your proposed contract for review and evaluation.
4. **Stability and Resources of Firm**: Documentation shall be provided relating to the financial strength of the firm, such as the annual report, and a list of staff, including their credentials, who will interact with the Town of Canandaigua.
5. **References**: A minimum of five (5) references, complete with phone number and email, of the governmental entities for which the firm has performed similar services.
6. **Corrections, amendments, or clarifications**: Signed copies of all corrections, amendments or clarifications to this RFP issued by the Town of Canandaigua.
7. **Non-collusion Agreement**: A signed copy of the Town of Canandaigua's Non-Collusive Bidding Certification. Form can be found in Appendix I.
8. **Copies**: The original and four (4) copies (5 total) of the proposal shall be submitted in an 8 ½" x 11" format, typewritten.

Appendices

APPENDIX I

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

BIDDER NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

EMAIL: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX II

FEE SCHEDULE

Town of Canandaigua

2017 Fee Schedule

(Effective January 9, 2017)

No permit or certificate shall be issued, no approval shall be granted, no application shall be considered complete, no park reservation shall be confirmed, and no public hearing shall be scheduled or held until the fees, as established by the Town Board, have been paid in full. Accepted forms of payment are: cash, check, or credit card (Visa, Mastercard, and Discover).

WATER DEPARTMENT

Canandaigua Consolidated & Bristol Water District Fees:

Meter Size	Gallons of Consumption	Minimum Bill \$3.60 per 1,000 Gallons	Additional Cost Per 1,000 Gallons
3/4"	0 – 6,000	\$21.60	\$4.15
1"	1 – 10,000	\$36.00	
1 1/2"	0 – 16,000	\$57.60	
2"	0 – 30,000	\$108.00	
3"	0 – 50,000	\$180.00	
4"	0 – 80,000	\$288.00	
6"	0 – 160,000	\$576.00	
8" – 12"	0 – 200,000	\$720.00	

Water Charge to East Bloomfield	\$2.27 per 1,000 gallons
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Meters for Canandaigua Consolidated & Bristol Water Districts Only: (The pricing includes tapping of the water main, bronze saddle, corporation stop, curb box valve, curb box, valve box, SS rod, water meter, ERT, and right angle meter valve and inspection of trench)	
3/4"	\$850
1"	\$925
1.5"	\$1,757
2"	\$2,222
Water meter larger than 2"	Contact Water Superintendent
3/4 inch water meter, ERT, right angle meter valve and inspection	\$550
1 inch water meter, ERT, right angle meter valve and inspection	\$600
Water meter larger than one inch	Contact Water Superintendent
*Meter pits are required when the location of the structure is farther than 500 feet from the road.	
3/4" meter pit	\$485
1" meter pit	\$730
Greater than 2" service and hook-up for meter pit	Contact Water Superintendent
Replacement Cost of Water Meter Materials:	
Electronic reading device (ERT)	\$260
Replace frost plate for 3/4" water meter	\$40
Replace from plate for 1" water meter	\$48

3/4" water meter replacement	\$90
1" water meter replacement	\$190
1" water meter replacement	\$725
2" water meter replacement	\$960
Directional Drilling Under A Road: Up to 2" Pipe	\$1,000
2" and larger	Contact Water Superintendent
Testing water meter for accuracy	\$50
Hydrant Meter Rental (Includes a water meter and back flow devise that will be connected to the hydrant by the Water Department. A \$550 deposit is required. When equipment is returned in working condition, \$500 will be refunded)	\$550 plus \$4.15 per 1,000 gallons

History:

Adopted by the Town Board of the Town of Canandaigua 6/6/77. Amended in its entirety by resolution on 11/7/83, 6/11/90, and 5/8/95 except for those fees listed separate under local law. Further amended 4/3/07, 12/18/07, 3/3/09, 4/21/09; 12/15/10; 1/3/11; 2/13/12, 1/28/13, 1/6/14, 4/28/14, 1/5/15, 12/21/15, 5/16/16, 7/18/16, 9/19/16, and 1/9/2017.

APPENDIX III

INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS

The Town of Canandaigua requests Independent Contractors shall complete the Independent Contractor Supplemental Terms and Conditions in addition to any agreed upon contract for services. Interested service providers need not complete this section for submission of proposal, however, completion of this agreement will be required upon award of bid.

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120
Fax: (585) 394-9476

Established 1789

INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions ("Terms and Conditions") are required to be incorporated into any agreement between the Town of Canandaigua ("Town") and any Independent Contractor ("IC") providing services and/or work to the Town (collectively, "Services"). The Terms and Conditions herein shall supersede any other inconsistent terms between the Town and the IC.

1. Payment Terms

- A. Any and all requests for payments for Services shall be submitted to the Town Clerk in writing and shall be certified as true and correct. Payment is subject to approval by the Town at its next regular Town Board meeting and no late charges, penalties, and/or interest may be assessed by the IC against the Town until the Town has approved payment to the IC.
- B. The maximum liability of the Town shall in no case exceed the maximum amount appropriated by the Town for the Services.

2. Ownership of Work Product

All work product, including records in any medium, compiled and/or prepared by the IC in the delivery of Services to the Town (collectively, "Work Product"), shall become and remain the property of the Town. IC shall not, by virtue of the Services to the Town have or obtain any right, title or interest in or to such Work Product, and shall have no right to disclose, use, and/or exploit such Work Product, except that IC may maintain a copy of the Work Product for purposes of maintaining its business records.

3. Assignment and/or Subcontract

IC is prohibited from assigning any and/or all of its rights under any agreement with the Town without the prior express written consent of the Town. IC is prohibited from subcontracting any part of the Services without the prior written consent of the Town. In the event that the Town consents to an assignment and/or subcontract, all Services received by the Town shall be deemed performed by the IC and IC shall remain primarily responsible for the Services provided to the Town.

4. Absence of Conflicts of Interest

IC agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the Services provided to the Town.

5. Status as Independent Contractor

IC expressly understands and agrees that it is and shall in all respects be considered an independent contractor, and IC, its employees, partners, associates, subcontractors, sub-consultants, and any others employed by it, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. IC shall comply, at its own expense, with the requirements of all federal, state, and local laws, rules and regulations applicable to it as an employer of labor or otherwise. IC shall further comply with all rules, regulations and licensing requirements pertaining to its professional status, if any, and that of its employees, partners, associates, and subcontractors.

6. Non-Discrimination

IC represents that in the hiring of employees for the Services, neither IC, nor any contractor, subcontractor, nor any person acting on behalf of IC, shall be reason of race, creed, color, sex, age, physical disability or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the Services. IC further represents that neither IC, nor any contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the Services on account of race, creed, color, sex, age, physical disability or national origin.

7. Indemnification / Hold Harmless

IC agrees to the fullest extent of the law, that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, IC shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by IC or third parties under the direction or control of the IC. IC further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of the IC and to bear all other costs and expenses related thereto.

8. Notices

All notices of any nature shall be in writing and sent by registered or certified mail postage pre-paid to each party as follows:

Town of Canandaigua

Independent Contractor

Canandaigua Town Clerk
Canandaigua Town Hall
5440 Routes 5 & 20 West
Canandaigua NY 14424

9. Termination

The Town reserves the absolute right to terminate the Services upon thirty (30) days written notice to the IC.

10. Insurance

The IC shall deliver a certificate of general liability insurance, errors and omissions insurance, or professional liability insurance, as the case may be, ("Liability Insurance"), with a limit amount no less than \$1,000,000.00 per occurrence, and naming the Town as the Certificate Holder. IC agrees to maintain the Liability Insurance in full force and effect until the completion of the Services.

_____ Liability Insurance requirement waived (Consent from the Town's insurance carrier must be obtained prior to granting a waiver absent an emergency).

_____ Modification of limit amount to \$_____ (Consent from the Town's insurance carrier must be obtained prior to a modification absent an emergency).

IC shall also deliver to the Town proof that IC maintains Worker's Compensation Coverage.

Dated: _____

Independent Contractor

By: _____

Authorized Agent